

AGREEMENT

BETWEEN

THE TOWNSHIP OF WAYNE

AND

COUNCIL 52, LOCAL 2274, AMERICAN

FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2001 - DECEMBER 31, 2005

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#### **AGREEMENT**

**THIS AGREEMENT**, made this            day of

by and between the TOWNSHIP OF WAYNE, hereinafter referred to as  
"Employer" and LOCAL NO. 2274, COUNCIL NO. 52, AFSCME, AFL-CIO,  
hereafter referred to as the "Union", which has as its purpose the  
promotion of harmonious relations between the Employer and the

Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, mutually agree as follows:

## **ARTICLE I**

### **DEFINITION OF TERMS**

The term "Employer" refers to the Township of Wayne, a Municipal employer as defined in public Employees Statutes of New Jersey.

The term "Employee" shall include all blue collar workers.

The term "Union" shall refer to Local No. 2274, Council No. 52, AFSCME, AFL-CIO.

The term "Administration" shall be construed to mean the Office of Business Administrator and/or the Office of the Mayor.

The term "Emergency" is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy and may be designated by the Administration or Department heads in order to achieve more effective operations.

## **ARTICLE II**

### **RECOGNITION**

#### **A. UNION RECOGNITION**

The Employer recognizes the Union as the bargaining agent for the Blue Collar Workers referred to by title in Schedule A of the Agreement and employed in all divisions of the Department of Public Works and the Department of Parks and Recreation for the purpose of establishing salaries, wages, hours, and other conditions of employment and for such additional classifications as the parties

may later agree to include. Included are all full-time permanent, and probationary employees.

A listing of all titles represented by the bargaining unit, showing the grade and pay for each title, shall be appended to this agreement and shall become part of the agreement.

**B. EMPLOYER**

The Union recognizes that the Employer is a public benefit corporation, that it was created and exists by virtue of statutory enactments, that it is in the nature of a political subdivision and that its operations are for the public benefit. By reason thereof, the Union acknowledges that the power of the Employer to enter into this Agreement or any of the provisions hereof is or may be subject to legal limitations and in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Employer, then to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, provided, however, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

**ARTICLE III**

**RIGHTS**

**SECTION 1 - EMPLOYEES RIGHTS**

To insure that individual rights of employees in the Bargaining Unit are not violated, the following shall represent the Employees Bill of Rights.

A. An employee shall be entitled to Union representation at each

and every step of the grievance procedure set forth in this Agreement.

- B. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding in the Union contract.
- C. No employee shall be required by the Employer to submit to an interrogation after charges have been served unless he or she is afforded the opportunity of having a Union representative present.
- D. No recording devices of any kind shall be used during such interrogation unless the Union is made aware of the fact prior to such interrogation.
- E. In a disciplinary hearing, the employee shall be presumed innocent until proven guilty.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Agreement.

G. **PERSONNEL FILES**

- 1. The official personnel files located in the Personnel Office are the only official files.
- 2. All employees shall have access to their own official personnel file during working hours.
- 3. All documents contained in this official file shall be sequentially numbered and upon examination of said documents, each document shall be initialed by employees concerned.
- 4. The signature affixed to any document does not indicate in any way the employee agrees with the contents of this file. This

signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Township and Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The Employee reserves the right to grieve any material in this file dating from January 1, 1982 either in total or in part.

5. A copy of subsequent documents placed in the personnel file shall be given to the employee.
6. After a three (3) year period from the issuance of a warning/disciplinary action the warning/disciplinary action may, upon written request of the employee, be removed from the employee's personnel file provided that no further warnings/disciplinary actions of any kind have been issued to the employee during the three (3) year period.

## **SECTION 2 - EMPLOYER RIGHTS**

It is agreed that the Employer retains the right to direct employees, to hire, promote, transfer, assign and retain employees within the occupations covered by this Agreement, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the Employer. In situations of emergency, as determined by Employer, such rights shall not be exercised in violation of

other sections of this Agreement. The Union hereby acknowledges that the municipality, being a public agency, is free to use union or non-union subcontractors without interference from the Union, its officers or its members.

a. Work Rules

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

b. Contracting and Subcontracting

The Employer shall have the right, at its discretion, to apportion work by subcontract to others, as it may see fit, in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure.

c. New Titles

The Township may establish the initial salary for new titles or classifications and in the event the parties to this Agreement agree that such titles or classifications are to be covered under this Agreement, the Union may then negotiate for employees in such titles or classifications in accordance with the provisions of this section. In the event the parties do not agree that such new titles or classifications are to be covered by this agreement, the matter will be determined by the Public Employment Relations Commission.

1. In the event that the Township establishes a new bargaining unit job title or classification, or changes the duties as described in the generic job description of an existing job title or classification, the Union shall be notified, in writing, of the proposed action. Such notice shall be provided prior to

implementation date of the new title or classification, except in case of an emergency. The notice shall contain the new job description and/or the changed generic job description, and the proposed grade range.

2. If requested by the Union within fifteen (15) days of said notification, the Township and the Union shall negotiate the grade range assigned, subject to the Public Employment Relations Commission rules and law governing negotiations.

3. Should the parties fail to agree on an appropriate salary range for the new or changed job prior to implementation of the title or classification, the Township retains the right to set the initial grade range while continuing negotiations on the subject.

4. In the event the parties disagree as to whether a new or changed job should be placed in the bargaining unit, the parties retain their rights to pursue settlement of the dispute through procedures established by PERC, or through the contractual grievance procedure, as appropriate.

#### **ARTICLE IV**

##### **DUES AND FEES**

A. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregated deductions of all employees shall be remitted to the Treasurer of the Union, together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of

this agreement, or as may otherwise be provided in applicable statutes.

B. Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.

C. Representation Fee

1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Employer shall remit the amounts deducted to the Union monthly on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.A.S.A. 34:13A-5.4(2)(c) and (3) (L.1979, C.477) and membership in the Union shall be available to all employees in the unit on an equal basis at all

times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

## **ARTICLE V**

### **WORK STOPPAGES**

#### **A. GENERAL STATEMENT**

It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

#### **B. UNION RESPONSIBILITY**

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

#### **C. FAILURE TO RETURN TO WORK**

Any employee failing to report back to work within twenty-four (24) hours of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct, will be subject to discipline by the Employer. Discipline may include loss of seniority or discharge.

**ARTICLE VI**  
**SALARIES, HOURS OF WORK AND OVERTIME**

**Section 1**

**A. SALARY AND ADJUSTMENTS**

1. Employees in the Bargaining Unit shall receive the wages set forth in Pay Schedule A annexed hereto which reflect the following wage adjustment.

January 1, 2001	-	4%	
January 1, 2002	-	4%	
January 1, 2003	-	4%	
January 1, 2004	-	4%	plus \$100 each grade to be made part of new base pay
January 1, 2005	-	4%	

2. A Grade A man shall move to a Grade B position after 15 years of service.

**B. PROBATIONARY PERIOD**

1. All new employees and/or those transferring into the Bargaining Unit shall be subject to a six (6) month probationary period with no further extension of probation allowed.
2. Newly hired employees who are serving their probationary period shall accrue vacation and sick/personal time allowance from date of hire but shall not be entitled to compensation for vacation and sick/personal time allowance until the successful completion of the six (6) month probationary period. However, the probationary employee shall not receive retroactive compensation for any vacation, sick/personal time used during the probationary period.

3. Probationary employees shall receive bereavement time in accordance with the Article XI, Section 5. However, an employee who voluntarily leaves his/her employment with the Township prior to completing his/her probationary period shall reimburse the Township for any costs associated with the granting of leave, including, but not limited to, reimbursement for actual time taken during the probationary period. This will be done through the process of payroll deduction from the final pay of the employee
4. An employee who voluntarily leaves his/her employment with the Township prior to completing his/her probationary period shall reimburse to the Township all costs associated with his/her pre-employment physical.
5. Termination during the probationary period is not subject to the grievance procedure.
6. Employees shall not be eligible for transfer or promotion during the probationary or trial periods.

**C. APPRENTICE GRADE**

Apprentice A, B and C will be combined into one apprentice grade with a pay scale as shown on Schedule A of this Agreement.

All employees working in the apprentice grade will be subject to the existing six (6) month probationary period for new employees.

The apprenticeship period shall be as follows:

- 1) All new employees - 1 year from date of hire.
- 2) Employees employed by the Township for less than one year who transfer into the bargaining unit - 1 year from date of transfer.

3) Employees employed by the Township for 1 year or more who transfer into the bargaining unit - 6 months from date of transfer.

Termination during this probationary period is not subject to the grievance procedure.

Upon the satisfactory completion of the apprenticeship period the employees rate of pay will be increased to the regular starting salary of the grade in which their job title appears.

While working in the apprentice grade, employees shall receive full medical coverage for employee and dependents and will not be subject to medical insurance premium co-payment as provided in Article X, Section J until apprenticeship has ended. On the date that the apprenticeship is completed the medical insurance premium co-payment as provided in Article X, Section J will become effective.

The apprenticeship provision does not apply to employees who are promoted from one grade to a higher grade, who are recalled to their jobs following a layoff, or who are reinstated to their employment pursuant to an arbitrator's award.

**Section 2**            **HOURS OF WORK**

A. The work week shall consist of any five (5) consecutive days.

B. Except as otherwise provided herein, the hours of work for all employees covered by this Agreement shall be as follows:

First Shift	7 a.m. to 3:30 p.m.
Second Shift	3:00 p.m. to 11:00 p.m.
Third Shift	11:00 p.m. to 7:00 a.m.

C. Work Week

1. Div. of Water Pollution Control: Monday thru Friday  
Wednesday thru Sunday  
Saturday thru Wednesday
  2. Recycling: Monday thru Friday  
Wednesday thru Sunday
  3. All Other Divisions Monday thru Friday
- D. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such change and the need for same, with representatives of the Union, except as to such requirements as may, in the judgment of the Administration, be necessary in a period of emergency. The determination of the existence of such an emergency shall be within the full discretion of the Employer and shall not be the subject of any grievance as hereinafter set out.
- E. A ten (10) minute rest period shall be given to all personnel during both the a.m. shift and p.m. shift, normally in the middle of shift periods but subject to rescheduling as job conditions require at the discretion of the foreman.
- F. Where the work week is other than Monday through Friday, the following shall prevail: Employees shall be paid straight time and holiday pay where a normal work day falls on a holiday. In the event that a holiday falls on a normal day off, employees shall be paid straight time in accordance with the holiday schedule recited in the Administrative Code.

### **SECTION 3 - OVERTIME**

- A. Time and one-half of the employee's regular rate of pay shall be paid for authorized work under any of the

following conditions:

1. Work performed prior to the employee's assigned starting time or after his assigned quitting time on any assigned work day to the nearest one-quarter (1/4) hour.
  2. All work performed by an employee on the first (1st) day following his assigned five (5) day work week, exclusive of premium time, Saturday, Sundays and holidays.
- B. Double time the employee's regular rate of pay shall be paid for work performed by an employee on the second (2nd) day following his assigned five (5) day work week.
- C. Triple time will be paid for all work performed on holidays as set forth in this Agreement providing the employee has worked his/her assigned day prior, and the assigned day after. Otherwise, treatment will be the same as Sunday.
- D. Employees on non-pay or unauthorized leave status the work day prior to call out for double or triple time will forfeit their call out seniority status for this call out only and will be called out last.
- E. Overtime work shall be distributed by the Shop Steward as equally as possible among employees within the same classification with their division rotation through seniority. In the event the shop steward or assistant shop steward cannot be contacted in the customary manner, the employer reserves the right to contact employees as needed. No supervisory personnel will perform work normally performed by an employee during the normal work day or work week in said employee's

- division, except during emergency, while training employees, or when all available employees in the division are working.
- F. No seasonal or part time employees will be called in on premium overtime until permanent employees are called first.
  - G. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay regardless of the number of hours actually worked. If the employee call-in time work assignment and his regular shift overlap, he shall be paid time and one half for the first four (4) hours of work, provided he is not notified of the call out at least (6) hours prior to call out reporting hour. If notified six (6) hours in advance, he shall be paid premium pay only for those hours worked outside his normal shift.
  - H. In an emergency, each and every employee shall be subject to call for overtime duty. After an individual employee has been contacted on three (3) separate occasions and failed to report to work, he will be subject to review by the Department Head and suspension or disciplinary action as warranted.
  - I. At the Water Pollution Control Plant, overtime work shall be distributed as equally as possible among qualified personnel by rotation.
  - J. Treatment Plant Employees required to work on Easter Sunday as part of their regular work schedule shall receive a compensatory day.

#### **SECTION 4 - WORK OUT OF CLASSIFICATION**

- A. When an employee is required to work in a higher

classification for less than four (4) hours in a day, he shall be paid four (4) hours at the rate of the higher classification.

- B. If he works in the higher classification for four (4) or more hours during a day, he will receive the rate of the higher classification for eight (8) hours. Overtime will be paid at the rate appropriate to the classification in which worked.
- C. When an employee is required to work in a lower classification, he shall continue to earn his regular rate of pay of his regular classification.
- D. Sewer pumping station mechanics who have completed one (1) year of employment and have met all other requirements will upon the recommendation of the Division Head, be upgraded to a "B" classification and after the completion of two (2) years, will be upgraded to a "C" classification.
- E. When a bargaining unit member is required to operate a vehicle requiring a Class A CDL, he/she shall be compensated at E scale for the entire shift.
- F. Weekend lead man will be paid on Level E.

**SECTION 5 - SHIFT WORK**

**A. SHIFT CHANGES**

In the event of shift changes, the employee and the union are to be given five (5) calendar days notice unless the Administration notifies the Union of an emergency.

**B. SHIFT DIFFERENTIAL**

All employees required to work either a Saturday or a Sunday as part of their regularly scheduled forty (40) hours work week

shall be entitled to an additional five percent (5%) of their base salary.

C. Night Shift

1. Employees who normally work the second shift, as hereinabove defined in Article VI, Section 2(B), shall receive, in addition to their regular pay, an additional five percent (5%) of their regular rate.
2. Employees who normally work the Third Shift, as hereinabove defined in Article VI, Section 2(B), shall receive, in addition to their regular pay, an additional ten percent (10%) of their regular rate.

WEEKEND WORK

- A. When a shift extends into the weekend, the differential described below shall apply:
1. 1st shift - Saturday and Sunday - 10%
  2. Saturday or Sunday - 5% each day
  3. 2nd Shift - above compensation plus 5%

TREATMENT PLANT

- A. Operation of the incinerator (MIP) and the Gravity Thickeners including all of their support and related processes; such as, the lime handling system, the polymer system, to be a D position (operation of the above support and related systems only is and continues to be a C position).
- B. Ability to operate all of the above and after completion of a training program and after certification to be a D position.
- C. When a D operator is put in charge of a shift, in the absence of a supervisor, for a period of four (4) hours or more hours,

he/she shall receive a compensation of an E position.

- D. After a D operator has the ability to operate all of the above and has successfully completed the basic and advanced wastewater courses, that shall be E position.

#### **ARTICLE VII**

##### **HOLIDAYS**

- A. The following are recognized holidays for the purpose of this Agreement, for which Union Employees shall receive a day's pay:

1. NEW YEAR'S DAY
2. MARTIN LUTHER KING'S BIRTHDAY - OBSERVED
3. LINCOLN'S BIRTHDAY
4. WASHINGTON'S BIRTHDAY - OBSERVED
5. GOOD FRIDAY
6. MEMORIAL DAY - OBSERVED
7. INDEPENDENCE DAY
8. LABOR DAY
9. COLUMBUS DAY - OBSERVED
10. GENERAL ELECTION DAY
11. THANKSGIVING DAY
12. DAY AFTER THANKSGIVING
13. CHRISTMAS DAY

- B. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. When any holiday listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

#### **ARTICLE VIII**

## **SICK LEAVE AND LIGHT DUTY**

### SECTION 1 - GENERAL CONDITIONS

Sick leave is paid leave that may be granted to each full time employee who is unable, through sickness or injury, to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

### SECTION 2 - SICK LEAVE ALLOWANCE

A. Full time employees shall accumulate sick leave on the basis of sixteen (16) days per year. Sick leave can be accumulated without limit during the employee's length of service. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill member, quarantine restrictions, or disabling injuries.

1. No sick leave allowance will be paid in case of dismissal.
2. Probationary employees shall not utilize paid sick leave or personal days until the six (6) months probationary period is completed. Upon completion of the 6 month probationary period an employee will receive the allotted annual sick time allowance retroactively. However, any sick time taken during the probationary period shall be uncompensated and compensation shall not be retroactive
3. All employees and personnel of the Township who have been employed for at least one (1) year and are covered by the provisions herein shall be entitled to a payment of twenty-five dollars (\$25) for each accumulated sick day, after January 1, 1970 upon separation from the service of

the employer for any reason, save for cause. He shall be compensated in cash for the monetary value of his accumulated unused sick time standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his/her estate.

4. Three (3) of the sixteen (16) sick days may be used as personal days. If they are not used, they will revert back to accumulative sick days. The days may be taken with two (2) working days prior notice whenever possible to the employee's Department Head, without restrictions. Religious holidays will be included as personal days.
5. It will be the policy of the Administration that personal days shall not be taken consecutively and not in conjunction with vacation days.
  - a. Any member of the Administration or Union representative may request a review of an employee's sick leave record at any time. The Union agrees to cooperate fully in minimizing sick leave taken and eliminate any abuses called to the attention of the Department Head. The employer retains the right to require an employee to be examined by the Township physician at any time.
  - b. In those instances where an employee is unable to perform his assigned tasks because of light duty permit issued by a physician, said employee will be subject to a salary reduction after thirty (30) days of light duty after review by the Department Head. Where the employee's injury or illness is not job related, the

employee's salary will be reduced two (2) grades in job classification. He will be reduced one (1) grade where injury is job related. All actions taken with respect to employees on light duty shall be subject to recommendations by the Department Head and approval by the Employer.

**SECTION 3**            **OCCUPATIONAL ILLNESS OR ACCIDENT**

During the period of occupational illness or accident where an employee accepts no compensation benefits under the Workers' Compensation Act and returns those benefits to the Township in exchange for his normal pay check, that sick leave time charged will be pro-rated for that portion which is not covered by the compensation benefits.

**ARTICLE IX**

**VACATIONS**

**SECTION 1**            **GENERAL VACATION ALLOWANCE**

A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, each fiscal year in accordance with the following schedule:

1. If an employee is hired before July 1 of the year that employee will be entitled to 5 days vacation for that year.
2. If an employee is hired on or after July 1 of the year that employee shall be entitled to 0 days vacation for that calendar year.
3. Start of 1 full year to the completion of five years-10 work days.
4. Start of the 6th year to the completion of 10 years-

15 work days.

5. Start of the 11th year to the completion of 15 years-  
20 work days.

6. At the start of the 16th year the employee will receive  
one (1) additional day for each year of service in excess  
of 15 years up to maximum of 25 days.

B. Vacation requests for the period July 1 to December 31 must be  
submitted to the respective Department Head for approval no  
later than June 1. Vacation requests for the period January 1  
- June 30 must be submitted to the respective department head  
for approval at least four (4) weeks prior to the requested  
vacation leave. All requests for changes in the original  
vacation schedule must be submitted to the department head for  
approval at least two (2) weeks prior to the change desired.  
Where employee vacation requests conflict, unit seniority will  
prevail. Requests for single day vacation leave must be  
submitted to the respective Department Head at least forty-  
eight (48) hours prior to the requested vacation leave.  
Except for single day vacation requests, the employer's denial  
or approval of vacation leave requests must be given within  
five (5) work days of the request. Vacation requests and  
changes may be denied if such requests or change adversely  
affect staffing levels and/or the efficiency of the division.

The employer will not be unreasonable or arbitrarily deny a  
vacation request or change.

C. Employees shall be allowed to use one half of the total number  
of vacation days which are allotted by contract for use as

single days, in half day increments.

<u>Amount of Annual Vacation Leave</u>	<u>Vacation Utilization</u>	
	<u>Blocks of 5 days</u>	<u>Single Days</u>
5	1	0
10	1	5
15	2	5
20	2	10
25	2	15

**SECTION 2 GENERAL CONDITIONS APPLICABLE TO VACATION LEAVES**

A. The following general conditions shall apply to vacation leave:

1. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Department Head and Administration.
2. Under no conditions, however, shall an employee be permitted to accumulate more than a total of fifteen (15) days of unused vacation leave, and shall not be carried for more than two (2) years.
3. Vacation leave shall begin to accrue to permanent employees upon their first (1st) day of service; however, new employees who are serving the 6 month probationary period shall not utilize or be eligible for compensated vacation leave until they have satisfactorily completed the probationary period as set forth herein.
4. The fiscal year for the purpose of the vacation schedule shall begin on January 1st and end on December 31st.
5. Accrued vacation leave shall be compensated for when the employee becomes separated, either voluntarily, or involuntarily, from the Township service unless the

employee terminates without giving two (2) weeks notice to his Department Head.

- B. Any employee who is laid off, retires or separates from the service of the Employer for any reason (save for cause) shall be compensated in cash for the monetary value of his accumulated and unused vacation time on a prorated monthly basis standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.
- C. Time on paid sick leave and all other time paid for but not actually worked shall be considered as days worked for the purpose of computing vacation eligibility.

#### **ARTICLE X**

##### **INSURANCE BENEFITS**

- A. All employees covered by this Agreement will be covered by life insurance in the amount of one-half employee's salary to a maximum of \$50,000.00.
- B. Effective February 7TH, 2002 all new hires/spouses/eligible dependents will not be covered by any health benefits for the first ninety (90) days of employment with the Township. Upon the expiration of a ninety (90) day enrollment period, all employees/spouses/eligible dependents will be covered by medical insurance, hospital insurance, Major Medical insurance including medical emergency coverage, prescription and dental insurance coverage that is equal to or better than the existing coverage shall be provided by the Township.
- C. No decrease in benefits or coverage shall be effected without

the consent of the Union.

D. Prescription Coverage

The present co-pay is \$1.00 for generic drugs and \$5.00 for non-generic drugs and shall remain unchanged until July 1, 2002. Effective July 1, 2002 the prescription co-payment shall be \$5.00 for generic drugs and \$10.00 for non-generic drugs. Effective January 1, 2004 the prescription co-payment shall be \$5.00 for generic drugs and \$15.00 for non-generic drugs.

DATE	GENERIC	NAME BRAND
July 1, 2002	\$5.00	\$10.00
January 1, 2003	\$5.00	\$10.00
January 1, 2004	\$5.00	\$15.00
January 1, 2005	\$5.00	\$15.00

- E. Major Medical coverage for all employees will have an unlimited maximum dollar amount.
- F. Upon the death of an active employee who has been employed by the Township for (3) three continuous years or more, all health benefits for spouse and eligible dependents will continue for a period of six (6) months at no cost, after which the spouse and eligible dependents may elect to continue medical coverage at his/her own expense under COBRA at the Township group rates.
- G. All employees covered by the provisions of this Agreement who were previously required by Collective Bargaining Agreement, which terminated on December 31, 1992, to co-pay the cost of

medical insurance shall no longer be required to co-pay for medical insurance. However, nothing contained herein shall exempt or exclude the aforementioned employee from the provisions that may be contained in any successive Collective Bargaining Agreement that would require employees covered by this Agreement to co-pay medical insurance.

H. Each employee and his/her spouse shall be reimbursed up to \$150.00 in each calendar year for charges incurred for preventive care which would include one physical exam and/or routine immunizations.

I. Effective July 1 1997 each employee shall be reimbursed for the full cost of eye examinations with a total cost not to exceed \$50.00 per annum, non cumulative.

J. Insurance Co-pay

All employees hired after August 1, 1994 will be subject to the following medical insurance co-payment:

1. The Township will pay 100% of the cost of the employee's medical insurance including dental and prescription and 50% of the cost of medical insurance, including dental and prescription coverage for the spouse and any other dependents.

2. The employee will pay the additional 50% of the cost to cover spouse and/or dependents. The annual Cobra rates will be used in calculating these costs.

3. Future enrollment of a spouse or dependent will be allowed on the first day of each quarter.

4. The term "hired" shall mean an individual's initial date of hire with the Township. If an employee leaves the

employment of the Township and is subsequently rehired, he or she shall be considered a new hire for the purposes of this clause.

**SECTION 1**                    **RETIREMENT BENEFITS**

Pursuant to the authority granted to the Township by N.J.S.A.40A:10-23, the Township shall provide the following benefits:

A. Any employee who is a member of this Bargaining Unit who retires from the employment of the Township and who at the time of retirement has reached the age of sixty-two (62) years or older with at least fifteen (15) continuous years of service with the Township shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and X-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

B. Any employee who is a member of this Bargaining Unit who regardless of age retires from the employment of the Township and who at the time of retirement has twenty-five (25) years or more of service credit in the Public Employee's Retirement

System and a period of service of twenty-five (25) continuous years with the Township shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and X-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

C. Any employee who is a member of this Bargaining Unit and who at the time of retirement has reached the age of sixty-five (65) years or older with twenty-five years (25) or more of service credit in the Public Employees' Retirement System and a period of service of twenty (20) years with the Township at the time of retirement shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and X-rays at Township expense.
4. The ability to purchase major medical coverage and

prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

D. Any employee who was employed by the Township on or before February 7, 2002, and who is covered by this bargaining unit, who retires at age sixty-two (62) with a minimum of twenty (20) years of continuous service with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase dental insurance for his/herself and spouse at his/her expense at the Township group rate.
5. The ability to receive coverage for the retiree, at the retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute one for the other.
6. The ability to purchase major medical coverage and/or the prescription drug plan, for himself/herself and his/her spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

E. Any employee who was employed by the Township on or before February 7, 2002, and who is covered by this bargaining unit, who retires at age sixty-five (65) with a minimum of twenty-five (25) years of continuous service with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

F. Any employee who was employed by the Township on or before February 7, 2002, and who is covered by this bargaining unit, who retires with a minimum of thirty (30) years of continuous service with the Township, no minimum age, shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at

his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- G. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.
- H. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.
- I. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.
- J. Any retired employee whose medical benefits are granted by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1st of every year and not later than March 1st, in effect that he has not changed his status as a retiree or his marital status and that he has not been employed by a firm covering him or his spouse with a Hospitalization Plan. On February 1st, the Township will notify by Certified Mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.

**ARTICLE XI**

**LEAVE OF ABSENCE WITH PAY**

**SECTION I      JURY DUTY**

Any full time employee who is subpoenaed as a witness in a civil or criminal case, not involving him in his capacity as a

Township employee, or an employee who is called and serves on a jury, may be granted paid leave for that period of time which he is officially involved with the court in such capacity.

**SECTION 2**            **UNION LEAVE**

- A. The Employer will grant time off necessary for three (3) elected delegates to attend with no loss of pay, Union conventions, Education and conferences called by the New Jersey State Council and District Council 52. The Employer will grant time off necessary for two (2) elected delegates to attend with no loss of pay, Union Conventions, Educational and Conferences called by the International Union.
- B. The amount of time per delegate to be utilized by the Union for such purpose shall not exceed a total of ten (10) days during the life of the Agreement.
- C. The Union shall certify in writing to the Employer at least two (2) weeks in advance of such Conventions, Educational or Conferences, the names of delegates attending, the amount of time required and the dates of such leaves.

**SECTION 3**            **MILITARY SERVICE**

Any full time employee, who is a member of the National Guard or Reserve Components of the Military or Naval Service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with base pay for the period of such training. This paid leave of absence shall be in addition to his/her vacation leave, but shall not exceed fifteen (15) days in any fiscal year.

**SECTION 4**            **CIVIC DUTY**

Employees required by subpoena to appear before a court or other public body on any matter not related to their work in which they are not personally interested shall be granted a leave of absence therefor. The Employer agrees to pay them the difference, if any, between the compensation they receive from the court or other public body and their regular wages for a day of service.

**SECTION 5**            **BEREAVEMENT LEAVE**

Each full time employee may be granted, upon approval of said employee's Department Head, time off with pay, not to exceed three (3) days, in the event of a death in his immediate family. Upon recommendation of the Department Head and approval by the Administration, a reasonable extension beyond three (3) days may be allowed where circumstances justify such action. The term "immediate family" as used in this paragraph includes the employee's father or mother; wife or husband; brother or sister; son or daughter; mother-in-law or father-in-law; brother-in-law or sister-in-law; grandmother or grandfather; grandchildren.

**SECTION 6**            **EDUCATION LEAVE**

Full time employees may be granted skill or professional improvement leave for specific courses of study relating to the work of the Township in which he is employed, or leave to attend conferences of professional and similar associations. Such leave may be granted with full or part pay upon recommendations of the employee's Department Head and approval by the Administration, in

an amount not exceeding one (1) calendar month during any calendar year.

## **ARTICLE XII**

### **LEAVE OF ABSENCE WITHOUT PAY**

A full time employee may be granted leave without pay for a period not exceeding one (1) month during a calendar year for specific personal reasons, or other reasons deemed in the best interest of the Township when recommended by the Department Head and approved by the Administration. Applications for leave without pay must be submitted in writing to the employee's Department Head showing the employee's reason for requesting such leave and must contain a statement that he/she intends to return to the Township service.

Employees returning from authorized leaves of absence as set forth in Articles XI, XII, XIII and XIV will be restored to their original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges or benefits.

### **SECTION 1      MATERNITY LEAVE**

Maternity leave without pay for pregnancy and confinement will be granted to employees. Such request must be accompanied by a written and signed physician's statement. Such leave will be granted for a period of six (6) months. The employee may exhaust all sick and vacation time in addition to such leave either before beginning the leave or at the end of the leave.

Any salary raise or increment granted as a result of Union negotiations and becoming effective while an employee is on

maternity leave shall be added to the employee's annual salary. This increase will only take effect upon the employee's return from such leave and will apply to services performed from the time forward.

**SECTION 2      MILITARY LEAVE**

When an employee has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Township within thirty (30) days following his honorable discharge from such services.

**ARTICLE XIII**

**SENIORITY, LAYOFFS AND RECALL**

**SECTION 1      SENIORITY**

- A. Seniority is defined as an employee's total length of service with the Employer beginning with his latest date of hire.
- B. In case of promotions, demotions, layoff, recall, shift assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.
- C. If a question arises concerning two or more employees who are hired on the same date, preference shall be given in alphabetical order of the employee's last name.
- D. Full time temporary employee on continuous employment will not

accrue seniority rights until they have accumulated one hundred eighty (180) calendar days with the Township, at which time their seniority will have been considered to have commenced on their first day of employment.

- E. Where more than one work shift per day, within a given classification, is in effect, employees within such classification will be given preference of shifts in accordance with their seniority at the request of the employee. Such preference for a change in shift will be exercised only when vacancies occur or when for other reasons changes in the number of employee per shift are made.
- F. In case of transfers into the bargaining unit or divisional transfers within the bargaining unit, the transferring employee will be subject to assuming the least seniority in the division.
- G. Six (6) "Super Seniority" ratings are hereby established for Shop Stewards, consisting of one (1) for the Division of Roads and Traffic, one (1) for the Division of Water and Sewer, one (1) for the Division of Parks and Forestry, one (1) for Division of Equipment Maintenance, one (1) for the Water Pollution Control Plant and one (1) for the Division of Recycling and Solid Waste.

**SECTION 2            LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- a) He quits;
- b) He is discharged and the discharge is not reversed;
- c) He does not return to work when recalled from layoff as

set forth in the recall procedure.

**SECTION 3**            **LAYOFF**

- A. The word "layoff" means a reduction in working force.
- B. Seniority shall prevail in case of layoff. Senior man shall demote to next appropriate title by division and classification within his respective department.
- C. Employees to be laid off for an indefinite period will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the employer of the employees being laid off on the same date that such notices are issued to the employees.

**SECTION 4**            **RECALL PROCEDURE**

- A. When the working force is increased after a layoff, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone except that, should no personal contact be made with such employee by the telephone for whatever reasons, then the employee shall be sent notice of such recall by certified mail to his last known address.
- B. If an employee fails to report for work within ten (10) days from the date of mailing of recall notice and no personal contact has been successfully accomplished by telephone, then he shall be considered a quit.
- C. If an employee fails to report as ordered on completion of a telephone notification, then he shall be considered a quit. The telephone order will be confirmed by certified mail.
- D. Recall rights for an employee shall expire six (6) months from date of layoff. Written notice of expiration of recall rights

shall be sent to the employee at his last known address by certified mail.

**SECTION 5            SENIORITY ROSTER**

- A. The Shop Steward shall maintain an accurate seniority roster showing each employee's date of hire, rate of pay and classification. Such lists will be made available to the Union Secretary by July 1st of each year.
- B. The Shop Steward shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

**ARTICLE XIV**

**FILLING POSITIONS, TEMPORARY VACANCIES, TRANSFERS**

**SECTION 1            METHOD OF FILLING POSITIONS**

- A. In the event a vacancy occurs, a new position is created, or an opportunity for a promotion to a higher classification occurs within the bargaining unit, such position availability shall be posted for five (5) days. The posting notice will be given to the Union President who will date said notice and be responsible for posting same. If no employee within the unit makes written application for such position within these five (5) days, the Township may withdraw the offer and attempt to fill the position in another manner. Division, then Department, then Unit Seniority shall be considered in this order in the selection of an individual to fill the vacancy. The posting procedure will apply to Grade B and higher positions only.

- B. The Shop Steward will notify any employee of an open classification if this employee is on leave, sick, etc., and not aware of the opening. The Department Head shall notify the Shop Steward of employee's absence.
- C. The Employer shall establish reasonable job specifications for any new position.
- D. In accordance with the procedures hereinabove set forth, when the employee is appointed to another classification within the unit, he shall be required to undergo a trial period of a minimum of sixty (60) working days.
- E. If the employee is demoted during the trial period described in the previous paragraph, he shall be restored to his former position and the manner of the demotion shall not be subject to the grievance procedure.
- F. During the trial period of an employee working in a new capacity, he shall be paid the probationary rate of the higher classification.
- G. Job vacancies occurring within the Table of Organization or new positions created shall be posted in sufficient time to allow for the bidding of the positions before the positions are filled.

**SECTION 2**            **TEMPORARY VACANCIES**

- A. Temporary job vacancies are defined as job vacancies that may periodically develop in any job classification which do not exceed thirty (30) days. Job openings which recur on a regular basis and remain open more than thirty (30) days at a time

shall not be considered temporary job openings.

**SECTION 3            TRANSFERS**

- A. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- B. In case of divisional transfers, the employee will be subject to assuming the least seniority in the division.
- C. During probation or trial period the employee may not apply for a transfer or a new position.

**ARTICLE XV**

**SETTLEMENT OF DISPUTES**

**SECTION 1 GRIEVANCES**

A grievance shall be defined as any dispute or complaint arising between the parties, or out of the employee's employment, including the interpretation, application, performance or any alleged breach of this Agreement, except those items specifically excluded in this Agreement and shall be processed and settled in the following manner:

Grievance by the Union

Step 1. The Union Steward or other authorized representative of the Union, along with the employee, shall take up the grievance or dispute with the Division Head of the employee within ten (10) work days of its occurrence. The Division Head shall attempt to adjust the matter and respond in writing to the Steward within five (5) work days.

Step 2. If the grievance has not been settled, it shall be reduced to writing, presented and taken up by the Union Steward and an authorized representative, along with the grievant. with the

Department Head within ten (10) work days of the receipt of the answer in Step 1. The Department Head shall attempt to adjust the matter and respond in writing to the steward and the other authorized representative within five (5) work days.

Step 3. If the grievance has not been settled, it shall be presented, in writing by the Union to the Administration within twenty (20) work days of receipt of the response by the Department Head. The Administration shall attempt to schedule a meeting within ten (10) work days after receipt of the grievance with the President of the Local, authorized representative of the Union and AFSCME Council representative, along with the grievant. The Administration shall render an answer to writing to the Local Union President, within ten (10) work days of such meeting.

Step 4. If the grievance is still unsettled, the Union representative may within ten (10) work days after the response from the Administration by written notice, submit the dispute to arbitration.

## **SECTION 2            ARBITRATOR**

Should the above procedure fail to produce satisfactory results, it is hereby agreed that a single arbitrator, acceptable to both parties, shall be chosen to review the grievance, after which his determination concerning same will be binding upon both parties. The arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for such arbitration will be distributed equally between the parties.

**SECTION 3**

**MATTERS RELATING TO THE GRIEVANCE PROCEDURE**

- A. It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this Agreement will be entertained under the provisions of this contract.
- B. The Union will notify the Employer, in writing, of the names of not more than three (3) employees who are designated by the Union to represent employees under the grievance procedure. Employees designated by the Union will be permitted to confer with other Union Representatives, employees and with Employer representatives regarding matters of difference during working hours without loss of pay by agreement with his immediate superior.
- C. Representatives of the Union who are not employees of the Employer will be permitted to visit with employees during working hours at their work stations for the purpose discussing Union representation matters so long as the municipality's work does not suffer any undue delay. Such representative shall also be recognized by the Employer as authorized spokesmen for the Union in meetings between the parties regarding employee representation matters. Such representatives shall report to the employee's supervisor prior to meeting with the employee.
- D. The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any such right by the Employer shall not be subject to the grievance procedure of this Agreement. This includes all rights under PERC.

- E. The time limits in the procedure may be extended by mutual agreement, in writing.
- F. Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- G. The affected employee shall be present at each step of the grievance procedure.
- H. The arbitrator shall not have authority to add to, subtract from or otherwise change or modify the Agreement between the parties.

## **ARTICLE XVI**

### **SAFETY AND HEALTH**

#### **SECTION 1            TOWNSHIP RESPONSIBILITY**

The Employer shall at all times endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.

#### **SECTION 2            COMMITTEE**

The Employer and the Union may each designate one (1) safety committee member.

#### **SECTION 3            COMMITTEE RESPONSIBILITY**

It shall be their joint responsibility to investigate and recommend a correction of unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions.

#### **SECTION 4            USE OF SAFETY EQUIPMENT**

Any employee failing to use the safety equipment provided will be subject to disciplinary action.

#### **SECTION 5            EXPOSURE TO TOXIC CHEMICALS**

All employees routinely exposed to toxic chemicals in the

performance of their duties will be given a medical examination once a year at the expense of the Township.

## **ARTICLE XVII**

### **WORK UNIFORMS**

- A. The Employer shall supply each employee covered by this Agreement with six (6) uniforms per year, which shall consist of six (6) pants, six (6) shirts and two (2) jackets. Six (6) T-shirts shall be provided for the warm weather months. Each employee's cleaning shall be assumed by the Township, except for summer T-shirts.
- B. Any employee failing to wear the uniforms provided will be subject to disciplinary action.

## **ARTICLE XVIII**

### **TRAINING AND EDUCATION PROGRAM**

- A. The employer shall pay for courses taken by the employee that will benefit his work. Work related courses shall be paid for only with Department Head recommendation.
- B. Water Pollution Control Plant Training
  - 1. The Township shall provide Transportation to and pay the tuition of Water Pollution Control employees enrolled in Water Pollution Control basic and advanced operations courses.
  - 2. Employees who successfully complete the basic operations course shall receive \$500 added to their base salary.
  - 3. Employees who successfully complete the advanced operations course shall receive and additional \$500 added to their base salary.

**ARTICLE XIX**

**EQUAL TREATMENT**

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership, or union activities.

**ARTICLE XX**

**MEETINGS**

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance, as such. The purpose of the meeting shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

**ARTICLE XXI**

**MISCELLANEOUS**

Bulletin Boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting union announcements and other information of a non-controversial nature.

**MECHANICS TOOLS**

- A. Mechanics will purchase existing tools and tool boxes from the Township. All new mechanics shall provide their own tools and lockable tool boxes. Township will furnish only tools over 1 - 1/2 inch size on a sign-out basis.
- B. All damaged tools will be replaced with tools of like make and quality from the Township's bidding supplier if such damaged

tools are turned in to the Township.

- C. All mechanic's shall receive a tool allowance of \$250.00 per year to be received no later than July

#### **PRIOR BENEFITS**

Any benefits presently enjoyed other than those under Article XIX by employees subject to this Agreement which are specifically mentioned herein shall be continued during the term hereof, subject to provisions of applicable law.

#### **ARTICLE XXII**

##### **SEVERABILITY**

The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or cover in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Should any portion of this Agreement be held unlawful and

unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

#### **ARTICLE XXIII**

##### **FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE XXIV**

##### **DURATION**

This Agreement shall be effective as of the 1st day of January 2001 and shall remain in full force and effect until the 31st day of December 2005. It shall be automatically renewed, unless either party shall notify the other in writing one hundred twenty (120) days prior to the budget submission date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the budget submission date. This Agreement shall remain in full force and effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the

following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

**PAY SCHEDULE A**

**APPRENTICE RATE:**

1/1/2001	27601	1/1/2004	31147
1/1/2002	28705	1/1/2005	32393
1/1/2003	29853		

**GRADE A**

	<b><u>Date</u></b>	<b><u>Rate</u></b>
Custodian	1/1/2001	39553
Jr. Plant Operator	1/1/2002	41135
Park Laborer	1/1/2003	42780
Pump Station Maintenance Repairman	1/1/2004	44591
Sewer Line Maint. Man	1/1/2005	46375

**GRADE B**

	<b><u>Date</u></b>	<b><u>Rate</u></b>
Custodian/Groundsman	1/1/2001	40942
Driver/Repairman	1/1/2002	42580
Driver Repairman/Installer	1/1/2003	44283
Meter Installer Repairman	1/1/2004	46154
Park Maintenance Man	1/1/2005	48000
Pump Station Maint. Man		
Repairman		

**GRADE C**

	<b><u>Date</u></b>	<b><u>Rate</u></b>
Driver Repairman	1/1/2001	42330
Jr. Plant Operator	1/1/2002	44023
Meter Reader	1/1/2003	45784
Station Maint. Man	1/1/2004	47715
Sr. Meter Installer	1/1/2005	49624
Sr. Park Maintenance Man		
Sr. Repairman		
Sr. Sewer Maintenance		
Sewer Line Maint. Man		
Sign Maker/Installer		
Tractor Operator		
Traffic Signal Repairman		

**PAY SCHEDULE A cont'd**

**GRADE D**

	<u>Date</u>	<u>Probationary</u> <u>Rate</u>	<u>Regular</u> <u>Rate</u>
Climber	1/1/2001	42606	43723
Jr. Plant Operator	1/1/2002	44310	45472
Repairman	1/1/2003	46082	47291
	1/1/2004	48025	49283
	1/1/2005	49946	51254

**GRADE E**

Heavy Equipment Operator			
Maintenance Man/Mechanical	<u>Date</u>	<u>Rate</u>	<u>Rate</u>
Jr. Plant Operator	1/1/2001	43992	45113
Mechanic	1/1/2002	45752	46918
Park Mechanic/Equip. Main. Man	1/1/2003	47582	48795
Sr. Climber	1/1/2004	49585	50847
Sr. Maintenance man	1/1/2005	51568	52881
Sr. Plant Maintenance/Elec.			
Sr. Plant Maintenance Man			
Sr. Pump Station Maintenance			
Sr. Repairman			
Sr. Traffic Signal Repairman			
Welder			



- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Scott Rumana the MAYOR of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- e) This person signed this proof to attest to the truth of these facts.

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KATHERINE T. PUSTERLA

Sworn to and Subscribed  
before me the date aforesaid